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Counsel for E. Lynn Schoenmann,  
Chapter 7 Trustee

8 **UNITED STATES BANKRUPTCY COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 In re:

12 PETER R. FADER  
13 dba Urchin Capital Partners  
14 dba Urchin Partners LLC,

15 Debtor.

Case No.: 08-30119-DM

Chapter 7

**NOTICE OF ERRATA AND  
AMENDMENT TO NOTICE OF  
MOTION TO APPROVE  
COMPROMISE OF ADVERSARY  
PROCEEDING AGAINST STEVEN R.  
BOAL AND QUOTIENT  
TECHNOLOGY PURSUANT TO FRBP  
9019**

**Hearing Date:**

Date: November 15, 2022  
Time: 11:30 a.m.  
Place: Telephonically or by Video  
Judge: Honorable Dennis Montali

Objection Deadline: November 8, 2022

22 **PLEASE TAKE NOTICE THAT** on October 19, 2022, E. Lynn Schoenmann (“Trustee”)  
23 filed a *Motion to Approve Compromise of Adversary Proceeding Against Steven R. Boal and*  
24 *Quotient Technology Pursuant To FRBP 9019* (the “Motion”) [Docket No. 100] and a *Notice of*  
25 *Hearing on Motion to Approve Compromise of Adversary Proceeding Against Steven R. Boal and*  
26 *Quotient Technology Pursuant to FRBP 9019* [Docket No. 101] (the “Notice”). The Motion and  
27 Notice summarized the terms of a Settlement Agreement and Release (the “Settlement Agreement”)  
28 by and between the Trustee, Steven R. Boal and Quotient Technology Inc. However, the Motion

and Notice did not clearly state that defendants Steven R. Boal and Quotient Technology Inc.’s (collectively “Defendants”) obligations to pay the \$5,000,000 settlement amount is conditioned upon the Bankruptcy Court entering a final, non-appealable order approving the terms of the Settlement Agreement (the “Effective Date”). This Notice of Errata and Amendment to Notice is intended to clarify that the Defendants’ payment obligations under the Settlement Agreement do not arise until after the Effective Date.

As set forth in the Settlement Agreement, a copy of which is attached to the Trustee's declaration as Exhibit A [Docket No. 100-2], the Defendants are to pay the Trustee the following two payments:

- First Payment: The sum of two million, five-hundred thousand U.S. Dollars (\$2,500,000) to be paid within the earlier of (i) December 15, 2022, provided that the Effective Date precedes that date by at least five (5) business days, and (ii) fifteen (15) business days of the Effective Date.
- Second Payment: The sum of two million, five-hundred thousand U.S. Dollars (\$2,500,000) received by the Trustee no later than ninety (90) calendar days after the first Payment was initially due.

In the event of any conflict between the summary of the Settlement Agreement set forth in the Motion and/or Notice and the Settlement Agreement itself, the terms of the Settlement Agreement shall govern.

**PLEASE TAKE FURTHER NOTICE** that the caption of the Notice erroneously states that the Objection Deadline is October 28, 2022. The correct Objection Deadline is **November 8, 2022** (and was so noted on page 3 of the Notice).

**PLEASE TAKE FURTHER NOTICE** that page 3 of the Notice contains the incorrect address of Trustee's counsel for service of any objection or response. The correct address is:

PACHULSKI STANG ZIEHL & JONES LLP  
One Sansome Street, 34th Floor, Suite 3430  
San Francisco, CA 94104

Dated: October 21, 2022

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ *Miriam Manning*

Miriam Manning  
Counsel for E. Lynn Schoenmann,  
Chapter 7 Trustee